

BEFORE THE ARIZONA VETERINARY MEDICAL EXAMINING BOARD

IN THE MATTER OF: ) CASE No.: 22-73  
JOHN MONTANA, DVM )  
HOLDER OF LICENSE No. 1870 ) CONSENT AGREEMENT  
FOR THE PRACTICE OF VETERINARY ) FINDINGS OF FACT  
MEDICINE IN THE STATE OF ARIZONA, ) CONCLUSIONS OF LAW  
AND ORDER  
RESPONDENT. )

In the interest of a prompt and judicious settlement of the above captioned matter before the Arizona State Veterinary Medical Examining Board ("Board") and consistent with the public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. §32-2201 et. seq. and A.R.S. § 41-1092.07 (F)(5), the undersigned party, John Montana, DVM ("Respondent"), holder of license No. 1870 for the practice of veterinary medicine in Arizona and the Board enter into this Consent Agreement, Findings of Fact, Conclusion of Law and Order ("Consent Agreement") as final disposition of this matter.

**CONSENT AGREEMENT**

Respondent understands and agrees that:

1. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S. §32-2201, et. seq.

2. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement. Respondent has a right to a public hearing

1 concerning this case. He further acknowledges that at such hearing he could  
2 present evidence and cross-examine witnesses. Respondent irrevocably waives  
3 his right to such a hearing.

4 3. Respondent irrevocably waives any right to rehearing or review or to any  
5 judicial review or any other appeal of these matters.

6 4. The Consent Agreement, once approved by the Board and signed by the  
7 Respondent, shall constitute a public record, which may be disseminated as a  
8 formal action of the Board. Sufficient evidence exists for the Board to make the  
9 Findings of Fact and Conclusions of Law set forth in the Consent Agreement.

10 5. Respondent acknowledges and understands that this Consent  
11 Agreement will not become effective until it is signed by the Board's Executive  
12 Director. Respondent acknowledges and agrees that upon signing and  
13 returning this Consent Agreement to the Board's Executive Director,  
14 Respondent may not revoke his acceptance of the Consent Agreement or  
15 make any modifications to the document, regardless of whether the Consent  
16 Agreement has been issued by the Executive Director.

17 6. If any part of the Consent Agreement is later declared void or otherwise  
18 unenforceable, the remainder of the Order in its entirety shall remain in force  
19 and effect.

20 7. Respondent acknowledges that any violation of this Consent Agreement  
21 constitutes unprofessional conduct pursuant to A.R.S. § 32-2232 and may result  
22 in disciplinary action pursuant to A.R.S. § 32-2234.

23 8. This Consent Agreement and Order is effective on the date signed by the  
24 Board.  
25

DATED this 25 day of August 2022.

  
John Montana, DVM

**FINDINGS OF FACT**

1. The Board is the duly constituted authority for the regulation and control of the practice of veterinary medicine in the State of Arizona.

2. Respondent holds license No. 1870 for the practice of veterinary medicine in the State of Arizona.

3. On November 22, 2021, "Jackson," an approximately 1-year-old male English Mastiff was presented to Respondent due to lethargy and anorexia. Respondent stated in his narrative that Complainant was concerned the dog was poisoned due to the loss of a previous pet in the past. Complainant denies that she was concerned the dog was poisoned. The dog had a weight = 153.4 pounds and a temperature = 104 degrees; no heart rate or respiration rate was noted. Respondent documented heart, lungs good; lungs clear. He recommended blood work, Doxycycline, and an injection of dexamethasone. Complainant approved the blood work and dexamethasone but declined antibiotics at that time. The dog was administered 15mg dexamethasone IM and was discharged. Complainant and her partner, Mr. Tolmachoff, denied Respondent offered antibiotics.

4. On November 24, 2021, Complainant stated she called to get test results but did not get a call back. According to Respondent's medical records, Complainant called to report the dog was coughing and had nasal

1 congestion. Complainant denies she reported the dog was coughing. Partial  
2 lab results were back and revealed mild anemia, neutrophilia, and more  
3 substantial monocytosis. Respondent dispensed Doxycycline 100mg, 30 tablets;  
4 give 3 tablets orally every 12 hours. Complainant denies Respondent dispensed  
5 antibiotics.

6 5. After the Thanksgiving holiday, Respondent's premises was closed.

7 6. On November 29, 2021, Complainant stated she called to get the Valley  
8 Fever results. She was advised by staff that the test was positive with a titer 1:16.  
9 Complainant was told Respondent would call her to discuss. Respondent did  
10 not return Complainant's call.

11 7. Later that day, Complainant called the premises over 10 times, according  
12 to her narrative, and did not get a return call. She was able to speak with staff  
13 who advised that the dog would be started on Fluconazole. A prescription was  
14 written for Fluconazole 825mg, quantity 100 with 6 refills – give one capsule  
15 orally every 12 hours. Staff member, Ms. Caulkins, assisted Complainant in  
16 finding a compounding pharmacy in her area – she located Potter's House.  
17 Complainant asked if a regular pharmacy would carry the medication and was  
18 advised that she may want to call around to find out; premises staff would call  
19 in the prescription if Complainant identified a pharmacy of her choosing. The  
20 fluconazole strength needed was provided to Complainant. The prescription  
21 was eventually called into Potter's House for Complainant.

22 8. On November 30, 2021, Complainant called with multiple questions  
23 regarding the dog's Valley Fever diagnosis. Technical staff member, Steven  
24 Montana, spoke with Complainant per Respondent's request. They discussed  
25 ensuring the dog was started on Fluconazole to help keep the infection from

1 spreading – it was unknown how long the dog would need to be on the  
2 medication - the titer would need to be rechecked in two months to see if the  
3 dog was improving. Complainant also advised that the dog's appetite had  
4 diminished; Mr. Montana stated that the Fluconazole should help improve the  
5 dog's appetite, but if the dog did not improve, Respondent could prescribe an  
6 appetite stimulant or recheck the dog. Complainant appeared satisfied with  
7 the information Mr. Montana provided and was told to call if there were further  
8 concerns. She indicated that she did not need to speak with Respondent.  
9 Complainant denies she no longer needed to speak with Respondent.

10 9. According to Complainant, Mr. Montana did not want her to go another  
11 day without knowing the test results but could not answer questions she had  
12 about the dog's disease or diminished appetite. In Respondent's submission to  
13 the complaint, there is a note that Complainant wanted to speak to  
14 Respondent regarding the blood results.

15 10. On December 1, 2021, Complainant called Respondent's premises three  
16 times to speak with Respondent and advise that the dog was not eating well.  
17 She asked if she could give the dog Entyce; Respondent approved the refill  
18 request for the prescription Complainant put in through Petco. Complainant  
19 was to administer 7mLs once daily.

20 11. Complainant stated that she called Respondent's premises  
21 approximately four times on December 15th and 16th. She left a message with  
22 concerns the dog may have pneumonia and never received a call back.

23 12. On December 15, 2021, Dr. Wood at Legacy Veterinary Services reported  
24 the dog was presented to her for a decline in health. Complainant explained  
25 the dog was diagnosed with Valley Fever two weeks prior and was prescribed

1 Fluconazole 1620mg a day. Dr. Wood stated she was advised by Complainant  
2 that the dog would only eat if he was hand fed, he was coughing and had  
3 discharge from his eyes and nose; she was unable to get an appointment with  
4 Respondent.

5 13. Upon exam, the dog had a weight = 150 pounds (weight from previous  
6 vet/no scale available at Legacy Veterinary Services), temperature = 105.6  
7 degrees, heart rate = 120bpm, and a respiration rate = 48rpm. Dr. Wood noted  
8 the dog was QAR; she found crackles and wheezes in the lower quadrants of  
9 the lungs on both sides; therefore, the dog was diagnosed with an infection in  
10 the lungs. Dr. Wood prescribed the dog Amoxicillin/Clavulanate and  
11 recommended putting the dog in the bathroom while running hot water to  
12 build up steam to help loosen mucous. Complainant was also instructed to use  
13 cool water to help decrease the dog's temperature. The dog was administered  
14 1 unit of ozonated saline prior to discharge.

15 14. On December 17, 2021, the dog was presented to Dr. Wood for a  
16 recheck due to continuing to be febrile. Dr. Wood examined the dog; the dog  
17 had a weight = 150 pounds (no scale/using same weight as previously) and a  
18 temperature = 103.6 degrees. She noted the dog still had crackles and  
19 wheezing in the lower quadrants, discharge from the eyes, and was QAR. The  
20 dog was administered 1 unit of ozonated saline SQ, 1liter fluids SQ and was  
21 discharged with Previcox 227mg – give 1.5 tablets once a day as needed for  
22 persistent fevers. Dr. Wood encouraged Complainant to entice the dog with  
23 different foods to get him to eat.

24 15. On December 20, 2021, the Amoxicillin/Clavulante was refilled by Dr.  
25 Wood.

1 16. On December 27, 2021, the dog was presented to Dr. Wood for a  
2 recheck exam. The dog had been on antibiotics for approximately 10 days and  
3 was not consistently eating. Complainant reported that the dog had lost  
4 weight but would eat on occasion. The dog was no longer coughing and had  
5 not had a fever recently. Upon exam, the dog had a weight = 130 pounds  
6 (approximate weight?), a temperature = 100.1 degrees, a heart rate = 120bpm,  
7 and a respiration rate = 36rpm. The dog's lungs were clear and no discharge  
8 from the eyes and nose. The dog was administered autohemotherapy with  
9 ozone and 3.5mL of vitamin B12 IM. Dr. Wood was advised by her associate  
10 that marshmallow root and fennel seed made into a tea could help with the  
11 dog's appetite. Complainant wanted to try milk thistle which was approved by  
12 Dr. Wood. Dr. Wood stated in her narrative that Complainant did not tell her  
13 that she had Entyce from Respondent.

14 17. On December 29, 2021, Complainant reported the dog was still not  
15 eating consistently. She had tried herbs, but the dog would not drink the tea.  
16 Complainant reported that she had Entyce that she obtained from another  
17 veterinarian – she gave the dog 2.5mLs as it seemed to help with the dog's  
18 appetite. Dr. Wood recommended rechecking the blood work as she was  
19 concerned that the fluconazole could have affected the dog's liver.

20 18. When the dog was presented to Dr. Wood, Complainant reported that  
21 she had given the dog another 2.5mLs of Entyce; a total of 5mLs. Blood was  
22 collected for testing. After the results were back, Dr. Wood called Complainant  
23 to report the abnormalities with respect to the dog's kidney values. Dr. Wood  
24 recommended discontinuing the fluconazole and Entyce and to bring the dog  
25 in for IV fluid treatment the next day.

1 19. On December 30, 2021, the dog was presented to Dr. Wood for IV fluids.  
2 An IV catheter was placed and the dog was administered 1 liter of IV fluids  
3 Later that day, the dog returned for a blood draw and was administered  
4 another Liter of IV fluids – this time ozone and B12 were added.

5 20. Dr. Wood told Complainant that the blood work showed only minimally  
6 decreased kidney values and recommended taking the dog to an emergency  
7 facility for IV fluids and additional diagnostics. Dr. Wood called VETMED and  
8 spoke with an emergency veterinarian; she gave the dog's history and current  
9 blood values. The emergency veterinarian did not feel the dog had a good  
10 prognosis and costs to treat the dog could be extensive. Dr. Wood passed this  
11 information to the Complainant and the dog was taken to VETMED.

12 21. Later that day, the dog was taken to VETMED for evaluation. Dr. Goff  
13 examined the dog and noted the dog was approximately 5% dehydrated.  
14 Diagnostics were performed and Dr. Goff discussed causes for acute kidney  
15 insult, including potentially from recent NSAID dose. Secondary to Fluconazole  
16 considered unlikely. Hospitalization was recommended for symptomatic  
17 treatment and repeat labs, as well as further workup to try and identify specific  
18 cause or other concurrent disease that could cause hyporexia and weight loss  
19 seen over the past month. Prognosis was guarded. Complainant approved  
20 hospitalization and some diagnostics recommended. The dog was hospitalized  
21 for IV fluids, supportive care and diagnostics.

22 22. An ultrasound was performed and the primary differential was acute  
23 renal insult, possibly secondary to interstitial nephritis, toxic nephropathy, or  
24 pyelonephritis. An acute on chronic process was also considered. A congenital  
25



developmental abnormality or infiltrative neoplasia was considered less likely, but not entirely excluded.

23. Over the next couple of days, the dog's BUN was improving but creatinine remained stable around 4.0 – the acute kidney injury likely became chronic. Prognosis remained guarded. The dog remained hospitalized and treatment regime was adjusted as needed.

24. On January 3, 2022, due to the dog's condition with no significant improvement and the very guarded prognosis, Complainant elected to humanely euthanize the dog.

25. The Board concluded that Respondent's conduct fell below the standard of care by not speaking with Complainant at any point after the initial examination. Respondent did not discuss the Valley Fever titer or Complainant's concerns for the dog's condition after she attempted to, and requested to, speak to him multiple times.

#### **CONCLUSIONS OF LAW**

26. The Findings of Fact constitutes a violation of **A.R.S. § 32-2232 (12)** as it relates to **A.A.C. R3-11-501 (1)** failure to show respect to the pet owner for never speaking to the owner regarding the Valley Fever results/titer or regarding the owner's concerns for the dog's condition.

27. The Findings of Fact constitutes a violation of **A.R.S. § 32-2232 (21)** as it relates to **A.A.C. R3-11-502 (L) (4)** failure to document the dog's heart rate and respiratory rate in the medical record on November 22, 2021.

#### **ORDER**

Based upon the foregoing Findings of Fact and Conclusions of Law it is **ORDERED** that Respondent's License, No. 1870 be placed on **PROBATION** for a

period of **one (1) year**, subject to the following terms and conditions that shall be completed within the Probationary period. These requirements include **six (6) total hours** of Board-approved continuing education (CE) detailed below:

1. **IT IS ORDERED THAT** Respondent shall provide written proof satisfactory to the Board that he has completed **three (3) hours of continuing education in the topic of client communication**. Hours earned in compliance are in addition to the continuing education requirements of A.A.C. R3-11-401 (A).

2. **IT IS ORDERED THAT** Respondent shall provide written proof satisfactory to the Board that he has completed **three (3) hours of continuing education in medical record keeping**. Hours earned in compliance are in addition to the continuing education requirements of A.A.C. R3-11-401 (A).

3. All continuing education to be completed for this Consent Agreement as noted in paragraphs 1 and 2 shall be **pre-approved by the Board**. Within sixty (60) days of the effective date of the Consent Agreement, Respondent shall submit to the Board for its approval a **written outline of how he plans to satisfy the CE requirements**. The outline shall include CE course details including, **name, provider, date(s), hours of CE to be earned, and a brief course summary**.

4. Prior to the end of the Probationary period, Respondent shall submit to the Board certificates of completion of the CE outlined in the CE plan that has been approved by the Board.

5. Respondent shall obey all federal, state and local laws/rules governing the practice of veterinary medicine in this state.

6. Respondent shall bear all costs of complying with this Consent Agreement.

1        7. This Consent Agreement is conclusive evidence of the matters  
2 described and may be considered by the Board in determining an appropriate  
3 sanction in the event a subsequent violation occurs. In the event Respondent  
4 violates any term of this Consent Agreement, the Board may, after opportunity  
5 for Informal Interview or Formal Hearing, take any other appropriate disciplinary  
6 action authorized by law, including suspension or revocation of Respondent's  
7 license.

8  
9                    ISSUED THIS 6<sup>th</sup> DAY OF September, 2022.

10                   FOR THE BOARD:

11                   ARIZONA STATE VETERINARY MEDICAL EXAMINING BOARD

12                   Jessica Creager, Chairperson

13                   By   
14                   Victoria Whitmore, Executive Director

15  
16                   Original of the foregoing filed  
17                   This 6<sup>th</sup> day of September 2022 with:

18                   Arizona State Veterinary Medical Examining Board  
19                   1740 W. Adams St, Ste. 4600  
20                   Phoenix, Arizona 85007


21                   Copy of the foregoing mailed by Certified, return receipt mail  
22                   This 6<sup>th</sup> day of September, 2022 to:

23                   John Montana, DVM  
24                   Address on file  
25                   Respondent

                 Copy of the foregoing sent by regular mail

1 this 6<sup>th</sup> day of September, 2022 to:

2 David Stoll, Esq.  
3 Beaugureau, Hancock, Stoll and Schwartz, PC  
4 302 E. Coronado Rd  
5 Phoenix, Arizona 85004

6 By:   
7 Board Staff